

EXHIBIT A

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,
PENNSYLVANIA**

JOSEPH BUTELA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

MIDLAND CREDIT MANAGEMENT,
INC.,

Defendant.

CIVIL DIVISION

No.

CLASS ACTION

CLASS ACTION COMPLAINT

Filed on behalf of Plaintiff:
Joseph Butela

Counsel of record for Plaintiff:

Eugene D. Frank, Esquire
PA ID No. 89862
Law Offices of Eugene D. Frank, P.C.
3202 McKnight East Drive
Pittsburgh, PA 15237
(412) 366-4276 – office
(412) 366-4305 – fax
efrank@edf-law.com

Attorney for Plaintiff

Other Attorneys On Signature

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,
PENNSYLVANIA

JOSEPH BUTELA,

CIVIL DIVISION

Plaintiff,

No.

CLASS ACTION

v.

MIDLAND CREDIT MANAGEMENT,
INC.,

Defendant.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within **TWENTY (20)** days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

~~YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.~~

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE
Allegheny County Bar Association
11th Floor Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 261-5555

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,
PENNSYLVANIA

JOSEPH BUTELA,

CIVIL DIVISION

Plaintiff,

No.

CLASS ACTION

v.

MIDLAND CREDIT MANAGEMENT,
INC.,

Defendant.

CLASS ACTION COMPLAINT

Plaintiff Joseph Butela (“Plaintiff” or “Butela”), individually and on behalf of all others similarly situated, brings this action against Defendant Midland Credit Management, Inc. (“Defendant” or “Midland”), and alleges as follows:

NATURE OF THE ACTION

1. This action seeks damages, attorneys’ fees, and costs against Midland for violations of the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. §§ 1692 *et seq.*

JURISDICTION AND VENUE

2. The Court has subject matter jurisdiction under 42 Pa. C.S. § 931.

3. The Court has personal jurisdiction over Midland under 42 Pa. C.S. § 5301.

4. Venue is proper under Pa. R. Civ. P. 2179 because Midland regularly conducts business in this County, this is the County where a cause of action arose, and this is the County where a transaction or occurrence took place out of which a cause of action arose.

PARTIES

5. Butela is a person residing in Allegheny County, Pennsylvania.

6. Midland is a corporation headquartered in San Diego, California.

7. Midland purchase defaulted consumer debt for pennies on the dollar to collect debt for profit.

8. Midland collects the debt it purchases by calling consumers, sending letters, and filing lawsuits.

9. Midland uses the instrumentalities of interstate commerce, such as telephone, mail, and the internet, to collect consumer debt.

FACTUAL ALLEGATIONS

10. At some unknown time, Midland allegedly purchased a defaulted credit account that allegedly was issued to Butela (the “Account”).

11. The Account arose out of a transaction primarily for personal, family, or household purposes.

12. On August 15, 2020, Midland sent Butela a letter in an attempt to collect the Account. *See* Exhibit A.

13. The letter stated Butela had “been pre-approved for a discount program designed to save [him] money on [his] Legal Collections account without further legal action.” *Id.*

14. The letter then listed various settlement offers to resolve the Account. *Id.*

15. The letter stated these offers expired on “09/14/2020.”

16. The letter further stated: “A judgment could be awarded by the court before expiration of the discount offer listed in this letter. A judgment may include costs and post-judgment interest which may increase the balance owed. If you pay the discount offer in this letter by 09/14/2020, we will satisfy the judgment in full upon receipt of payment based on the balance stated in this letter.” *Id.*

17. This statement was false, misleading, and deceptive.

18. Contrary to Midland's representations, no judgment could have been awarded against Butela before the expiration date of the settlement offer listed in the letter because there was no dispositive hearing, motion, or other proceeding scheduled in any lawsuit filed against Butela before the expiration date of the settlement offer listed in the letter.

19. In fact, at the time Midland sent the letter to Butela, Midland had not filed a lawsuit against Butela on the Account.

20. And, at the time of the filing of this Complaint, Midland still has not filed a lawsuit against Butela on the Account.

21. By representing a judgment could be awarded against Butella before the expiration date of the settlement offers listed in the letter when no such judgment could have been awarded, Midland made false, misleading, and deceptive statements.

22. On information and belief, Midland sent thousands of identical or materially similar letters to other consumers, all of which stated judgments could be entered before the expiration of the settlement offers listed in the letters.

23. On information and belief, hundreds of these letters were mailed to consumers like Butela (the "Class Members"), who could not have had a judgment awarded against them before expiration of the settlement offers listed in the letters because there was no dispositive hearing, motion, or other proceeding scheduled in any lawsuit filed against the consumers before the expiration date of the settlement offer listed in the letter.

24. The letters sent to the Class Members, like the letter sent to Butela, were false, deceptive, and misleading, because no judgment could have been awarded before the expiration of the settlement offers made to the Class Members.

25. By stating otherwise, Midland made materially false, misleading, and deceptive statements.

26. Midland's false, misleading, and deceptive statements made to Plaintiffs and the Class Members were material.

27. Midland's conduct harmed the legal rights of Plaintiff and the Class Members and violated the FDCPA.

CLASS ACTION ALLEGATIONS

28. Plaintiff brings this action individually and on behalf of all others similarly situated under Rules 1702, 1708, and 1709 of the Pennsylvania Rules of Civil Procedure.

29. Plaintiff seeks to certify the following class: "All individuals who, within the applicable statute of limitations, received a letter from Defendant that made one or more settlement offers, listed an expiration date for the offer(s), and stated a judgment could be awarded before the expiration date of the listed offer(s), despite the fact that there was no dispositive hearing, motion, or other proceeding scheduled in any lawsuit filed against the recipient of the letter before the expiration date of the listed offer(s)."

30. Plaintiff reserves the right to expand, narrow, or otherwise modify the Class as the litigation continues and discovery proceeds.

31. Pa. R. Civ. P. 1702(1), 1708(a)(2): The Class is so numerous that joinder of the Class Members is impracticable. There likely are hundreds of Members of the Class. Since each of the claims of the Class Members is substantially identical, and the Class Members request substantially similar relief, centralizing the Class Members' claims in a single proceeding likely is the most manageable litigation method available.

32. Pa. R. Civ. P. 1702(2), 1708(a)(1): Plaintiff and the Class Members share numerous common questions of law and fact that will drive the resolution of the litigation and predominate over any individual issues. For example, there is a single common answer to the question of whether Defendant violated the FDCPA by stating a judgment would be entered against a consumer before the expiration date of a settlement offer when no such judgment could have been entered. The answer to this question is the same for Plaintiff and each Class Member, and Plaintiff and each Class Member require the same proof to answer this question. This question, and other common questions of law and fact, predominate over any individual issues.

33. Pa. R. Civ. P. 1702(3): Plaintiff's claims are typical of the claims of the Class because the claims of Plaintiff and the Class are based on the same legal theories and arise from the same conduct.

34. Pa. R. Civ. P. 1702(4), 1709: Plaintiff is an adequate representative of the Class because the interests of Plaintiff and the Class Members align. Plaintiff will fairly, adequately, and vigorously represent and protect the interests of the Class and has no interest antagonistic to the Class. Plaintiff retained counsel who are competent and experienced in the prosecution of class action litigation generally and FDCPA litigation specifically. Plaintiff has or can acquire adequate financial resources to assure that the interests of the Class will not be harmed.

35. Pa. R. Civ. P. 1708(a)(3), (6), (7): Given the complexity and nature of the issues presented and the relief requested, the expense and time necessary to obtain such relief, and the anticipated recovery and relief Plaintiff and the Class Members may obtain, the class action mechanism is by far the preferred and most efficient litigation mechanism to adjudicate the claims of Plaintiff and the Class Members. Additionally, requiring Plaintiff and the Class Members to file individual actions would impose a crushing burden on the court system and almost certainly lead

to inconsistent judgments. Class treatment presents far fewer management difficulties and provides benefits of a single adjudication and economies of scale.

36. Pa. R. Civ. P. 1708(a)(4): Based on the knowledge of Plaintiff and undersigned counsel, there are no similar cases currently pending.

37. Pa. R. Civ. P. 1708(a)(5): This forum is appropriate for this litigation, as Defendant regularly conducts business in this County and part of the claims arose in this County.

COUNT I
Violation of the Fair Debt Collection Practices Act
15 U.S.C. §§ 1692, *et seq.*

38. This claim is brought individually and on behalf of the Class.

39. Plaintiff is a consumer, the Account is a debt, and Defendant is a debt collector under the FDCPA. 15 U.S.C. §§ 1692a(3), (5), (6).

40. Defendant's actions described herein fail to comply with the FDCPA because Defendant's actions constitute as false, deceptive or misleading representations or means in connection with the collection of a debt, and/or unfair or unconscionable means to collect or attempt to collect any debt. 15 U.S.C. §§ 1692e, 1692f.

41. As a result of Defendant's failure to comply with the FDCPA, and the resulting injury and harm Defendant's failure caused, Plaintiff and the members of the Class are entitled to actual damages, statutory damages, and attorneys' fees and costs under 15 U.S.C. § 1692k.

JURY TRIAL DEMANDED

Plaintiff requests a jury trial on all claims so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

- a. An order certifying the proposed class, appointing Plaintiff as representative of the proposed class, and appointing undersigned counsel as counsel for the proposed class;
- b. An order awarding actual, statutory, and all other damages available by law, along with pre-and post-judgment interest;
- c. An order awarding attorneys' fees and costs;
- d. An order declaring Defendant's conduct unlawful;
- e. An order awarding all other relief that is just, equitable and appropriate.

Respectfully Submitted,

Dated: September 15,
2020

By: /s/ Kevin Abramowicz
Kevin Abramowicz
PA ID No. 320659
Kevin Tucker
PA ID No. 312144
East End Trial Group LLC
186 42nd Street, PO Box 40127
Pittsburgh, PA 15201
(412) 223-5740 – office
(412) 626-7101 – fax
kabramowicz@eastendtrialgroup.com
ktucker@eastendtrialgroup.com

Eugene D. Frank, Esquire
PA ID No. 89862
Law Offices of Eugene D. Frank, P.C.
3202 McKnight East Drive
Pittsburgh, PA 15237
(412) 366-4276 – office
(412) 366-4305 – fax
efrank@edf-law.com

Attorneys for Plaintiff

VERIFICATION

I, Kevin Abramowicz, attorney for Plaintiffs, am fully familiar with the facts set forth in this Complaint and am authorized to make this Verification. I verify that the averments contained in this Complaint are true and correct to the best of my knowledge, information, and belief. Plaintiff's verification shall be substituted for this attorney verification upon request. I understand any false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Respectfully submitted,

Dated: September 15, 2020

By: /s/ Kevin Abramowicz
Kevin Abramowicz
PA ID No. 320659
East End Trial Group LLC
186 42nd Street, PO Box 40127
Pittsburgh, PA 15201
(412) 223-5740 – office
(412) 626-7101 – fax
kabramowicz@eastendtrialgroup.com

Attorney for Plaintiff

EXHIBIT A



Joseph P Butela
 P10 T129 707 Hite Rd
 003 Harwick, PA 15049-8966



Resolve your debt with a discount today

Phone: (866) 300-8750
 Visit Us Online: MidlandCredit.com
 Current Owner: Midland Credit Management, Inc.
 Current Servicer: Midland Credit Management, Inc.
 Current Balance: \$1,135.71

Save **10%** now
 Avoid collections LATER!

MidlandCredit.com
 (866) 300-8750

Choose The Option That Works For You.

08/15/2020

Dear Joseph,

Congratulations! You have been pre-approved for a discount program designed to save you money on your Legal Collections account without any further legal action. We encourage you to take advantage of these generous options: pay TODAY at MidlandCredit.com or call (866) 300-8750 now.

Option 1: **10% OFF** You Pay Only
 Payment Due Date: 09/14/2020 \$1,022.14

Option 2: **5% OFF** 11 Monthly Payments of Only
 First Payment Due Date: 09/14/2020 \$98.08

Option 3: **Flexible Payment Options Available** Call Now
 Call today to discuss your options and get more details.

During times like these a *single* call can make a *big* difference. We want to resolve this debt without any further legal action—please call us at **(866) 300-8750** now. You may also make a payment online at MidlandCredit.com

Sincerely,
 Boris Salamakhin, Group Manager

Flexibility You Need

Save up to \$113.57

STOP our calls by selecting one of these 3 options

Avoid further legal action

This offer expires
 09/14/2020

MidlandCredit.com
 (866) 300-8750

M - Fri: 8:00am - 7:30pm EST
 Sat: Closed Sun: Closed

For details regarding the account that comprises your current balance, please see the 'Additional Information' section on the back of this letter.

A judgment could be awarded by the court before the expiration of the discount offer listed in this letter. A judgment may include costs and post-judgment interest which may increase the balance owed. If you pay the discount offer in this letter by 09/14/2020, we will satisfy the judgment in full upon receipt of payment based on the balance stated in this letter. Please contact us if you have any questions.

When your account has been paid, and if data related to the account is still being furnished to the consumer reporting agencies, a request will be made of the three major consumer reporting agencies to report the Midland Credit Management, Inc. trade line related to the above referenced account as paid.

We are not obligated to renew any offers provided.



Visit Us Online:
 MidlandCredit.com



Call:
 (866) 300-8750



Mail:
 Payment certificate below

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

Please tear off and return lower portion with payment in the envelope provided

Payment Certificate

DOEQ_ILMS

Current Balance: **\$1,135.71**
 Due Date: **09/14/2020**
 Amount Enclosed: \$

Directions:

- 1) Make your check payable to: Midland Credit Management, Inc.
- 2) Fill out the amount enclosed on the Payment Certificate
- 3) Place your check and Payment Certificate in the envelope provided. Do not staple, clip, or tape. Do not send cash.
- 4) Mail Payment Certificate to:

P.O. Box 2121 Warren, MI 48090

3562

Allegheny County Department Of Court Records**Civil/Family Division Docket Report**

Run Date and Time: 9/19/2020 - 12:30:17

GD-20-009731

Butela vs Midland Credit Management Inc.

Filing Date:

9/15/2020

Related Cases:**Consolidated Cases:****Judge:**

No Judge

Amount In Dispute:

\$ 0

Case Type:

Other Tort

Court Type:

General Docket

Current Status:

Complaint

Jury Requested:

Y

--Parties--

LName	FName	MI	Type	Address	Initial Service Completion	Attorney
Butela	Joseph		Plaintiff		--	Eugene D Frank
Midland Credit Management Inc.			Defendant	350 Camino De La Reina Suite 100 San Diego CA 92108	--	--

--Attorney--

LName	FName	MI	Type	Address	Phone
Frank	Eugene	D	Plaintiff's Attorney	Law Offices of Eugene D. Frank 3202 McKnight East Drive Pittsburgh PA 15219	4123664276

--Non Litigants--

LName	FName	MI	Type	Address	Phone
No Litigants Found					

--Docket Entries--

Filing Date	Docket Type	Docket Text	Filing Party
9/15/2020	Complaint		Joseph Butela

--Judgments Against--

Name	Amount	Satisfied(Y,N)
No Judgments Found		

--Events Schedule--

Event Scheduled	Event Date & Time	Room Number	Judge/Hearing Officer
No Information Found			



186 42nd St.,
P.O. Box 40127,
Pittsburgh, PA 15201
www.eastendtrialgroup.com

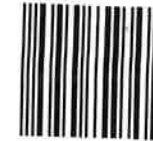
CERTIFIED MAIL®



7018 3090 0001 7186 0924



1000



92108

U.S. POST
FORM 3849
PITTSBURGH
15201
SEP 21, 2020
AMOUNT
\$7.14
R2305M14

RETURN RECEIPT
REQUESTED

Midland Credit Management, Inc.
350 Camino De La Reina
Suite 300
San Diego, CA 92108

09/24/20 01:14:21-P

921083007 0024



**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,
PENNSYLVANIA**

JOSEPH BUTELA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

MIDLAND CREDIT MANAGEMENT,
INC.,

Defendant.

CIVIL DIVISION

No. GD-20-009731

CLASS ACTION

**AFFIDAVIT REGARDING RETURN OF
SERVICE OF CLASS ACTION
COMPLAINT**

Filed on behalf of Plaintiff:
Joseph Butela

Counsel of record for Plaintiff:

Eugene D. Frank, Esquire
PA ID No. 89862
Law Offices of Eugene D. Frank, P.C.
3202 McKnight East Drive
Pittsburgh, PA 15237
(412) 366-4276 – office
(412) 366-4305 – fax
efrank@edf-law.com

Attorney for Plaintiff

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,
PENNSYLVANIA**

JOSEPH BUTELA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

MIDLAND CREDIT MANAGEMENT,
INC.,

Defendant.

CIVIL DIVISION

No. GD-20-009731

CLASS ACTION

CLASS ACTION COMPLAINT

**AFFIDAVIT REGARDING RETURN OF SERVICE
OF CLASS ACTION COMPLAINT**

I, Eugene D. Frank, depose and state as follows:

1. I hereby verify that I am counsel of record for the Plaintiff in the above-captioned case;
2. I am an adult individual over the age of 18 years;
3. We caused a true and correct copy of the Class Action Complaint to be served by certified registered mail; return receipt requested on the 24th and/or 28th day of September, 2020 addressed to Defendant as follows:

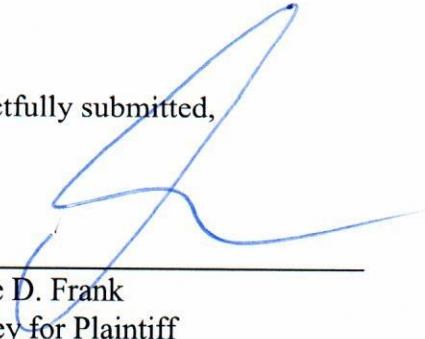
Midland Credit Management, Inc.
350 Camino De La Reina, Suite 300
San Diego, CA 92108
(served on 09/24/2020 or 09/28/2020)

Midland Credit Management, Inc.
c/o Corporation Service Company
d/b/a CSC Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833
(served on 09/24/2020)

4. Evidence of the return of service is attached hereto.

Respectfully submitted,

Dated: 10/12/2020


By: _____
Eugene D. Frank
Attorney for Plaintiff
3202 McKnight East Drive
Pittsburgh, PA 15237
(412) 366-4276 - office
(412) 366-4305 - fax
efrank@edf-law.com
PA I.D. # 89862

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Midland Credit Management
Inc.
350 Camino De La Reina
Ste 300
San Diego, CA 92108



9590 9402 4859 9032 8191 41

18 3090 0001 7186 0924

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Fernando Perez ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
SEP 28 2015

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 70183090000171860924

Remove X

Your item was delivered to the front desk, reception area, or mail room at 11:04 am on September 24, 2020 in SAN DIEGO, CA 92108.

✓ Delivered

September 24, 2020 at 11:04 am
Delivered, Front Desk/Reception/Mail Room
SAN DIEGO, CA 92108

Feedback

Get Updates ✓

Text & Email Updates



Tracking History



Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Midland Credit Management, Inc.
Corporation Service Company d/b/a
CSC Lawyers Incorporating Service
2710 Gateway Oaks Drive, Ste 100
Sacramento, CA 95833



9590 9402 4859 9032 8191 58

2 Article Number (Transfer from service label)

28 3090 0001 7186 09772

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Sig **X**

[Signature]

☐ Agent
☐ Address

B. Received by (Printed Name)
Susie Vang

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes ☒ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature
☒ Certified Mail®
☐ Certified Mail Return
☐ Collect on Delivery
☐ Collect on Delivery
☐ Insured Mail
☐ Insured Mail Return
 (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

Collect on Delivery Restricted Delivery

Insured Well

Insured Mail Restricted Delivery

☐ Signature ConfirmationSM

Restricted Delivery

Domestic Return Receipt

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 70183090000171860917

Remove X

Your item was delivered at 10:52 am on September 24, 2020 in SACRAMENTO, CA 95813.

✓ Delivered

September 24, 2020 at 10:52 am
Delivered
SACRAMENTO, CA 95813

Feedback

Get Updates ✓

Text & Email Updates



Tracking History



Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.